

This corrective Second Amendment to Reciprocal Easement Agreement has been executed and is being recorded in full substitution and replacement of the Second Amendment to Reciprocal Easement Agreement dated January 12, 1998, recorded January 28, 1998, in Book 328, Page 92, in the office of the Chancery Clerk of DeSoto County, Mississippi, so as to insert a provision inadvertently removed from said document.

1/16/98

STATE MS.-DE SOTO CO.
FILED

JAN 28 5 02 PM '98

BK 328 PG 92

This instrument was prepared by: W.E. DAVIS CH. CLK. INDEXING INSTRUCTIONS:

Thomas M. Mayerle
Faegre & Benson LLP
2200 Norwest Center
90 South Seventh Street
Minneapolis, MN 55402
393-4450

STATE MS.-DE SOTO CO.
FILED

MAY 1 3 55 PM '98

BK 332 PG 532
W.E. DAVIS CH. CLK.

Southwest 1/4 of
Section 25, Township 1 South,
Range 8 West,
DeSoto County, Mississippi

SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

THIS SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT ("Amendment") is made and entered into as of the 12th day of January, 1998, by and between Kroger Limited Partnership I, an Ohio limited partnership ("Kroger"), RMR Investment Company, LLC, a Tennessee limited liability company, James L. Fri, Jr. and Ellida S. Fri, husband and wife, Richard L. Jacobs and Misola Jacobs, husband and wife, and James L. Fri, Jr., Ellida S. Fri and Richard L. Jacobs, as trustees for the River Oil Company Profit Sharing Plan, a Tennessee trust (collectively, "Developer"), Home Depot U.S.A., Inc., a Delaware corporation ("HD") and Dayton Hudson Corporation, a Minnesota corporation ("Target").

WHEREAS, The Kroger Co. and Developer entered into that certain Reciprocal Easement Agreement, dated September 15, 1994, and recorded in Book 67, Page 642 in the office of the Chancery Clerk of DeSoto County, Mississippi ("Recorder") (the "Agreement"); and

WHEREAS, The Kroger Co., Developer and HD entered into that certain First Amendment to Reciprocal Easement Agreement, dated as of February 12, 1996, and recorded in Book 71, Page 240 in the office of the Recorder (the "First Amendment"; the Agreement, as amended by the First Amendment, the "Amended Agreement"); and

WHEREAS, subsequent to the execution of the First Amendment by Deed recorded in Book 71, Page 240 in the office of the Recorder, Target acquired a certain portion of Lot 11 (Lot 11 being defined in the Agreement) which portion is more particularly described on Exhibit A attached hereto and hereby made a part hereof (said portion of Lot 11 acquired by Target is hereinafter referred to as the "Target Tract"); and

WHEREAS, Kroger owns Parcel II, Developer continues to own Parcel I and the remainder of Lot 11 not transferred to HD (Parcel III as defined in the Agreement) or to Target, and HD continues to own the HD Tract (as defined in the First Amendment); and

WHEREAS, Kroger, Developer, HD and Target desire to amend the Amended Agreement as hereinafter set forth.

NOW THEREFORE, for and in consideration of the covenants set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed by Kroger, Developer, HD and Target as follows:

1. Amended Plot Plan. Notwithstanding anything to the contrary contained in the Amended Agreement, the Plot Plan attached to the Agreement as Exhibit "C" (as the same was amended with respect to the HD Tract by the First Amendment) is hereby amended only with regard to the Target Tract and the "Building Area" lying between the Target Tract and the HD Tract (and designated on Exhibit B hereto as "Retail A") to reflect (a) the proposed development of the Target Tract and said Retail A and the common area for said Retail A, as shown on Exhibit B attached hereto and hereby made a part hereof, and (b) the other matters which are expressly referenced in this Amendment as being shown or designated on Exhibit B hereto.

2. Target Building Plans. Kroger hereby acknowledges and agrees that it has approved the plans for the construction of improvements on the Target Tract pursuant to the provisions of Section 6.7 of the Agreement, which plans are identified on Exhibit C attached hereto and hereby made a part hereof.

3. Pylon Sign. Section 3 of the First Amendment is hereby deleted in its entirety and in lieu thereof and of any pylon sign HD anticipated installing as contemplated by said Section 3, Developer shall construct and install at the location designated on Exhibit B hereto as "DeSoto Crossing Integrated Sign" a sixty (60) foot high pylon sign structure, together with electric power lines for illumination of the sign panels to be placed thereon. The cost of such construction shall be borne by Developer and the other parties having rights to a sign panel thereon in the proportion that each other party has agreed to with Developer, with Developer bearing the balance of such costs. The pylon structure and the panels to be placed thereon shall be as depicted on Exhibit D attached hereto and hereby made a part hereof. The owner and/or occupant of the Target Tract, Parcel II, and the HD Tract shall each have the right, at its sole cost and expense, to install and maintain a sign panel of the size and in the location depicted on Exhibit D. Developer shall install a sign panel of the size and in the location depicted on Exhibit D which shall state the name of the Shopping Center, as defined in the Agreement.

4. Sign Easement. Developer hereby grants and conveys to Kroger, HD and Target for their use and for the use of occupants of their respective Parcels, a perpetual

easement over, under, upon and across Parcel III (as defined in Section 5 below): (a) if at any time Developer shall not erect or maintain the pylon sign structure in accordance with Section 3 above, for the construction, reconstruction, replacement, operation, maintenance and repair of a pylon sign structure and (b) whether or not the pylon sign structure is erected or maintained by Developer, to place thereon or affix thereto sign panels consistent with the provisions of Section 3 above; together with, as necessary to exercise the foregoing easement, reasonable access over, under, upon, through and across said Parcel III to install, replace, maintain, repair and operate one or more electric power lines in order to provide such sign structure and panels with electric power. Neither Kroger, HD nor Target shall have any obligation to erect a pylon sign structure, but if either does Developer and the other parties entitled to a sign panel thereon pursuant to Section 3 above shall reimburse Kroger, HD or Target, as the case may be, for the cost of such structure in the proportion indicated in Section 3 above, with Developer responsible for the balance of such costs. The foregoing easement, together with the rights included therewith, shall be for the benefit of and appurtenant to Parcel II, the HD Tract and the Target Tract and shall be binding on and burden said Parcel III.

5. Parcel Designations; Independent Parcels. The definition of the "Parcels" in the third recital of the Agreement is amended to refer to Parcel I, Parcel II, the HD Tract, the Target Tract and Parcel III (which Parcel III consists of "Parcel III as defined in the second recital of the Agreement, exclusive of the HD Tract and the Target Tract). Each of said Parcels constitutes a separate and independent parcel under the Amended Agreement for all purposes and with the same force and effect as if each such Parcel were under separate ownership from, after and including the date of the Agreement through and including the date hereof. Without limiting the generality of the foregoing, (a) each such Parcel is benefitted by and subject to, and each party hereto does hereby grant and confirm to each other party for the benefit of such other party's Parcel, the covenants, easements, restrictions and other provisions of the Amended Agreement, provided that the covenants, easements, restrictions and other provisions of the Amended Agreement which expressly apply only to particular parcels shall continue to apply only to such parcels, including as the same are defined and or re-designated by this Amendment, and (b) no such Parcel, nor any owner thereof, shall have any responsibility under the Amended Agreement for any other Parcel, notwithstanding that any such Parcel may have been included in the same Parcel under the Agreement. Any representations or warranties made by Developer in the Agreement shall be deemed made only by the Developer and shall not bind any other party hereto or the Parcel owned by such other Parcel owner.

6. Section 2.8. Section 2.8 of the Agreement is hereby deleted in its entirety, and the easements thereby granted are hereby terminated.

7. Section 6.2; Restriction on Sale of Groceries, etc. Section 6.2 of the Agreement is hereby amended to permit, on the Target Tract, a food department and/or the sale of groceries, meat, fish, produce, dairy products, bakery goods or any of them for off-premises consumption, as an incidental part of a business but the total number of square feet of floor area on the Target Tract devoted to the display for the sale of food and non-alcoholic

beverages intended for off-premises consumption by humans shall not exceed 4,000 square feet of floor area, including one-half (1/2) of the aisle space adjacent to any display area, provided that restaurant and other food service facilities, including snack bars, luncheonettes and fast food operations, whether or not the food and beverages are intended primarily for on-premises consumption, shall not be subject to the restriction and no part of the floor area devoted to such uses shall be included in the calculation of floor area under Section 6.2 or the provisions of this Section 7.

8. No-Build Area. Kroger hereby grants and conveys to Target, for the benefit of and appurtenant to the Target Tract, a perpetual easement for visibility over and across the area of Parcel II designated on Exhibit B as "No-Build Area" and, in furtherance thereof, covenants and agrees that (a) no above-ground improvements shall be constructed or maintained other than ground level paving at current elevations with typical parking lot improvements such as lights standards and curbs and gutters; and (b) any landscaping shall be maintained in such a fashion that the maximum visibility to the extent reasonably possible of the Target Tract from Goodman Road and Interstate Boulevard shall be maintained. If Target does not construct its building substantially as shown on Exhibit B, or if no retail store of similar size is constructed and open for business on the Target Tract on or before December 31, 1999, or if once constructed and open for business, a retail store business is not open on the Target Tract for a period of two hundred seventy (270) consecutive days, then the special restrictions of clauses (a) and (b) of the foregoing sentence shall no longer be effective, provided that said "No-Build Area" shall nonetheless continue as part of the Common Area under, and as defined in, the Agreement and subject to the limitations on improvements therein contained. Said December 31, 1999 date and said two hundred seventy (270) day period are each subject to extension or excuse when the failure to construct and open, or to continue to be open, is caused by labor disputes, force majeure (including reconstruction as a result of fire or other casualty) or conditions beyond the control of the owner or occupant thereof; provided however, that in no event shall the December 31, 1999 date, be extended beyond December 31, 2001, for any reason whatsoever.

9. Temporary Service Access for Kroger. Target anticipates alteration and/or removal of the pavement in the area on the Target Tract designated on Exhibit B as "Kroger Truck Access." Prior to undertaking such work, Target shall construct a proper and sufficient temporary access drive at least thirty (30) feet wide in the area on the Target Tract designated on Exhibit B as "Temporary Access Drive," for use by Kroger for its service trucks during work by Target on the Kroger Truck Access. Kroger hereby grants to Target a temporary construction easement to enter onto the area designated on Exhibit B as "Temp. Construction Easement" for the limited purpose of alteration of the improvements in such area to conform to those depicted in such area on Exhibit B and in accordance with plans heretofore approved by Kroger. Target shall provide at least seven (7) days prior written notice to Kroger of the commencement of construction in the Kroger Truck Access area, such notice to be given by fax addressed to "The Kroger Company, Construction Department, Attn: Robert H. Baumgartner" at (901) 765-4163. After completion by Target of such work, if any, in the Kroger Truck Access and notice thereof from Target to Kroger, then Target's

temporary construction easement, and Kroger's right to use the Temporary Access Drive, shall terminate.

10. Service Access. Without affecting any other easements or rights under the Amended Agreement, each of Kroger, Developer, HD and Target grant and convey to each other a non-exclusive, perpetual easement for access over and across the area designated on Exhibit B as "Service Access" (including therein the area designated as "Kroger Truck Access"), provided that the area designated Kroger Truck Access may be used for trucks and other delivery and service vehicles by, and only by, Kroger and Target and the occupants of their respective Parcels. Unless Kroger, HD and Target agree otherwise, the Service Access shall be used by trucks and other delivery and service vehicles in a one-way direction in the direction indicated by the arrows on Exhibit B and in a two way direction by passenger vehicles, provided that two-way direction access for the HD Tract is permitted (a) the full length of the HD Tract and onto Retail A for use of the truck turn-around area on Retail A as provided below as long as such turn-around area exists and (b) as necessary for use by HD of the truck docks at the northeasterly corner of its Building Area, which truck docks will be served by access to and from DeSoto Cove. It is further acknowledged that HD delivery vehicles will stand or park at the loading area at the Northwesterly corner of its Building Area, and that the Service Access crosses such loading area. HD will cause its delivery vehicles to stand and park in such loading area such that they will not impede use (including by tractor-trailers) of the Service Access by others. Until such time as construction of the Service Access is completed to allow access from DeSoto Cove around the perimeter of Retail A, the Target Tract and Parcel II to Goodman Road, Home Depot shall have the right to continue to use the truck turn-around area now located on Retail A.

11. Section 6.9; Limited Obligations. Section 6.9 of the Agreement is hereby deleted and the following is substituted therefor:

SECTION 6.9. Nothing herein shall require the owner of Parcel II, the HD Tract or the Target Tract to improve any portion thereof with building improvements or Common Area, to occupy any such Parcel or to conduct a business in same.

12. Section 9.1; Amendments. Section 9.1 of the Agreement is hereby amended by adding the following at the end thereof: ", provided that Kroger and Target may, without joinder or consent of Developer, HD or any other person, amend Sections 7, 8 and 9 of this Amendment and Sections 6.1 and 6.2 of the Agreement.

13. Miscellaneous. Developer, Kroger, HD and Target covenant (i) that each has full authority to execute this Amendment, (ii) that any capitalized terms used herein and not otherwise defined herein shall have the same meaning defined in the Amended Agreement, (iii) that, except as stated herein, the provisions of the Amended Agreement shall continue unchanged and in full force and effect, (iv) that the terms of the Amended Agreement are hereby ratified and approved as amended herein, and (v) that the terms of this Amendment shall bind and inure to the benefit of the parties hereto and their respective heirs, successors and assigns. This Amendment may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment under seal and their duly authorized officers or partners have affixed their seals hereto to be effective on the date first hereinabove stated.

DEVELOPER:

RMR Investment Company, LLC

By: Robert M. Rogers
Name: Robert M. Rogers
Title: Chief Manager

James L. Fri, Jr.
James L. Fri, Jr.

Ellida S. Fri
Ellida S. Fri

Richard L. Jacobs
Richard L. Jacobs

Misola Jacobs
Misola Jacobs

James L. Fri, Jr., Ellida S. Fri and
Richard L. Jacobs as trustees of the
River Oil Company Profit Sharing Plan

James L. Fri, Jr.
James L. Fri, Jr.

Ellida S. Fri
Ellida S. Fri


Richard L. Jacobs
Richard L. Jacobs

SEPARATE SIGNATURE PAGE
OF
KROGER LIMITED PARTNERSHIP I
FOR
SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

KROGER:

Kroger Limited Partnership I,
an Ohio limited partnership

By: KRGP Inc., an Ohio corporation,
General Partner

By: 
Richard L. Tillman
Delta Kroger Marketing Area

SEPARATE SIGNATURE PAGE
OF
HOME DEPOT U.S.A., INC.
FOR
SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

HD:

Home Depot U.S.A., Inc.,
a Delaware corporation

By: Kathryn E. Lee
Its: KATHRYN E. LEE 1-26-98
SENIOR CORPORATE COUNSEL

[CORPORATE SEAL]



SEPARATE SIGNATURE PAGE
OF
DAYTON HUDSON CORPORATION
FOR
SECOND AMENDMENT TO RECIPROCAL EASEMENT AGREEMENT

TARGET:

Dayton Hudson Corporation,
a Minnesota corporation

By: 

Its:

Edward J. Blerman

Vice President

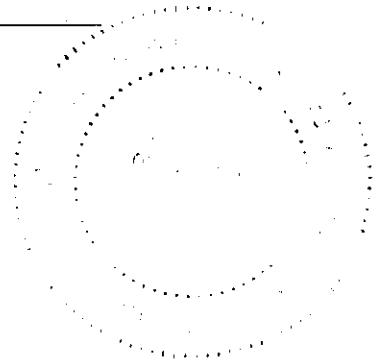
Attest:

Target Stores

By: _____

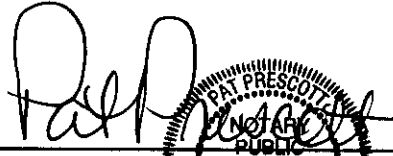
Its: _____

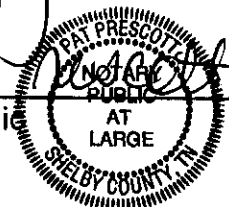
[CORPORATE SEAL]



STATE OF TENNESSEE
COUNTY OF SHELBY

PERSONALLY appeared before me, the undersigned authority in and for the said County and State on this 26 day of January 1998, within my jurisdiction, the within named Richard L. Tillman, President of the Delta Marketing Area for KRGP, Inc., the general partner of Kroger Limited Partnership I, an Ohio limited partnership, who acknowledged that for an on behalf of said corporation, as its act and deed and as general partner of the limited partnership, executed the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after having been duly authorized so to do by said corporation and for an on behalf of the said partnership.


Notary Public



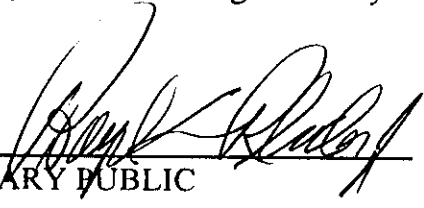
MY COMMISSION EXPIRES:
JANUARY 17, 2001

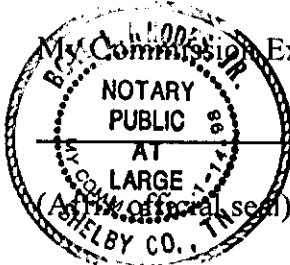
My Commission expires:

1/17/01

STATE OF TENNESSEE)
COUNTY OF SHELBY)

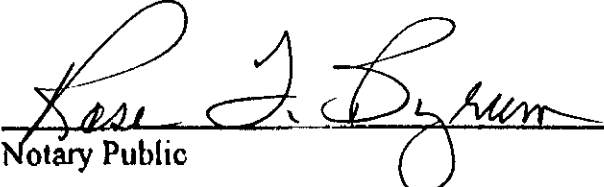
PERSONALLY appeared before me, the undersigned authority of law in and for the said State and County aforesaid, on this 12 day of January, 1998, within my jurisdiction, the within named Robert M. Ragan, who acknowledged that he is a Chief Manager of RMR Investment Company, LLC, a Tennessee limited liability company, and that for and on behalf of said limited liability company, and as its act and deed, he executed and delivered the above and foregoing instrument on the day and year therein mentioned and for the purposes therein expressed, after first having been duly authorized by said ~~partnership~~ ^{limited liability company} so to do.


NOTARY PUBLIC



STATE OF TENNESSEE)
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named James L. Fri, Jr. and Ellida S. Fri, husband and wife, who acknowledged that they executed the above and foregoing instrument.


Notary Public

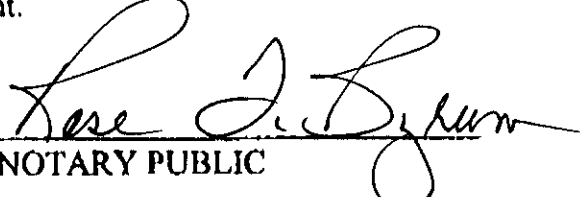
My Commission Expires:

3-22-99

(Affix official seal)

STATE OF TENNESSEE)
COUNTY OF MADISON

Personally appeared before me, the undersigned authority in and for said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named Richard L. Jacobs and Misola Jacobs, husband and wife, who acknowledged that they executed the above and foregoing instrument.


NOTARY PUBLIC

My Commission Expires:

3-22-99

(Affix official seal)

STATE OF TENNESSEE)
COUNTY OF MADISON

PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named James L. Fri, Jr., Ellida S. Fri and Richard L. Jacobs, who acknowledged that they are trustees of the River Oil Company Profit Sharing Plan, a Tennessee trust, and that for and on behalf of said trust, and as its act and deed they executed the above and foregoing instrument, after first having been duly authorized by said trust so to do.

Rose F. Byrum
NOTARY PUBLIC

My Commission Expires:

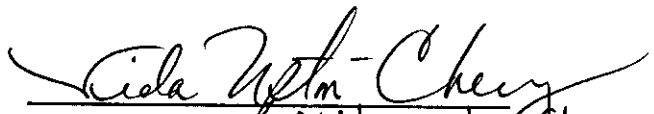
3-22-99

(Affix official seal)



STATE OF GEORGIA)
COUNTY OF COBB)

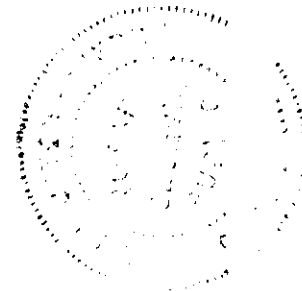
PERSONALLY appeared before me, the undersigned authority in and for the said county and state, on this 26 day of January, 1998, within my jurisdiction, the within named Kathryn E. Lee, who acknowledged that ~~he~~/she is Sr. Corporate Counsel Pf. E. Home Depot U.S.A., Inc., a Delaware corporation, and that for and on behalf of said corporation, and as its act and deed he/she executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.


NOTARY PUBLIC Vida Upton-Cherry

My Commission Expires:

2-21-2001

(Affix official seal)



STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 19th day of January, 1998, within my jurisdiction, the within named Edward J. Bierman, who acknowledged that he/~~she~~ is the Vice President, Target Stores Division of Dayton Hudson Corporation, a Minnesota corporation, and that for and on behalf of the said corporation, and as its act and deed he/~~she~~ executed the above and foregoing instrument, after first having been duly authorized by said corporation so to do.

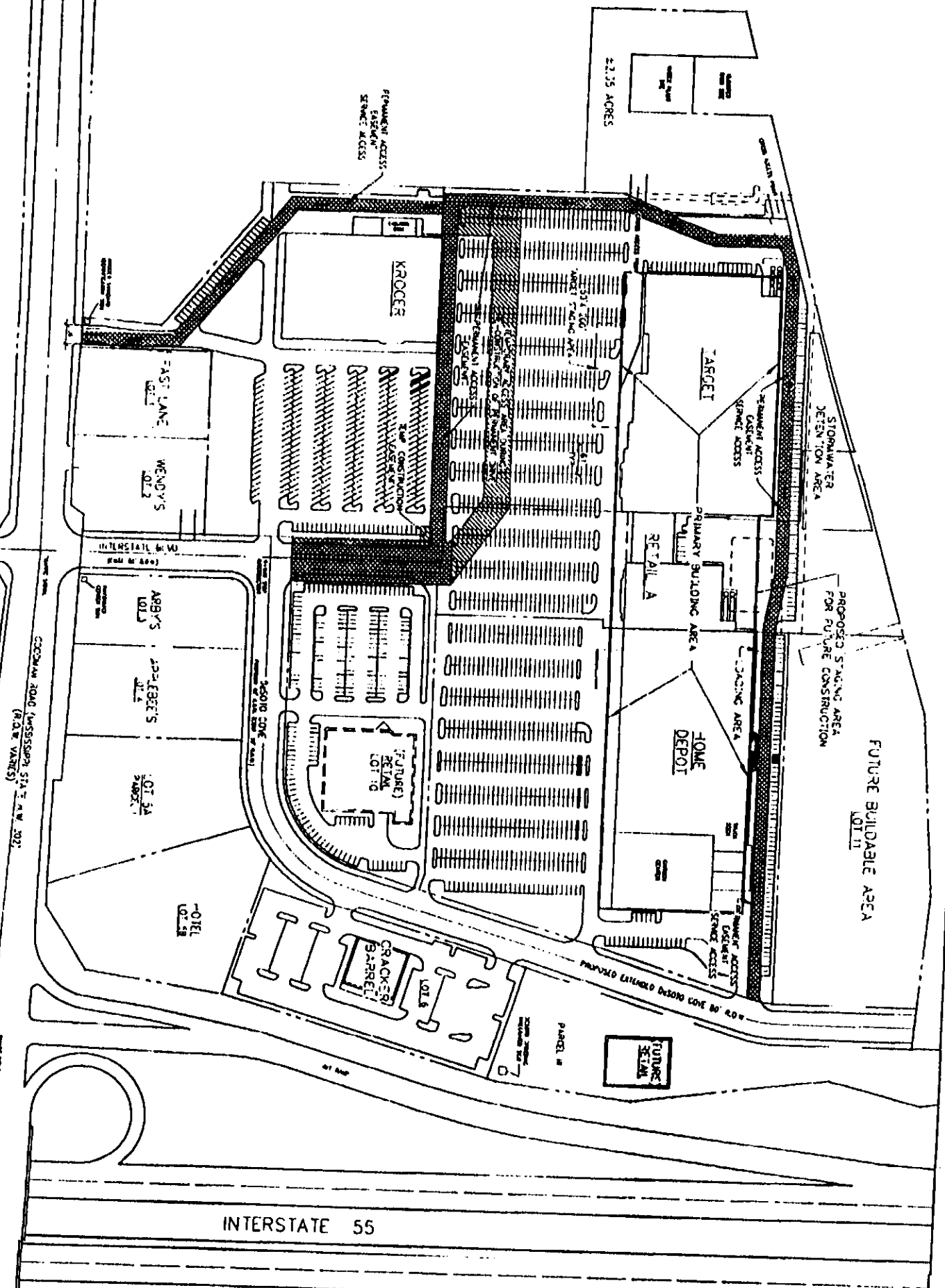
Mariys Jean Brandell
Notary Public



M1:0292600.07

EXHIBIT A

Lot 12, Phase 5, DeSoto Crossing Subdivision in Section 25, Township 1 South, Range 8 West, City of Horn Lake, DeSoto County, Mississippi, as shown by plat thereof appearing of record in Plat Book 59, Page 23-25 in the office of the Chancery Clerk of DeSoto County, Mississippi.

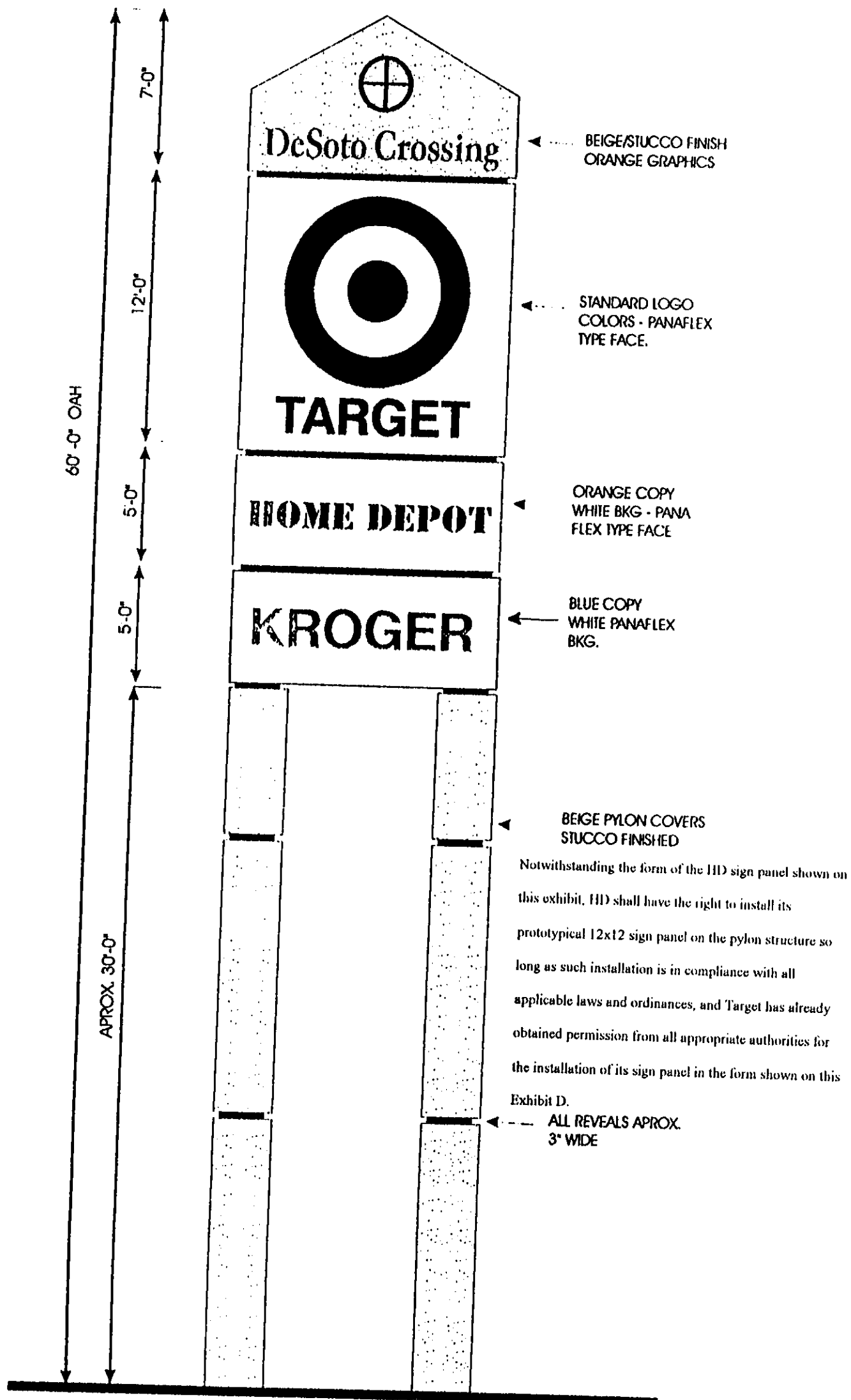


 **TARGET**
DE SOTO CROSSING
GOODMAN ROAD AT INTERSTATE 55
HORN LAKE, MISSISSIPPI

Exhibit B

Exhibit C
DeSoto Crossing, Horn Lake, MS

The Target building plans approved by the parties of this agreement are Target's prototype elevations without a pharmacy or garden center. The building will have a right-hand entrance and a side stockroom on the left side of the building. The drawings submitted for approval is titled sheet A8, colored exterior elevations, prototype P97, Oct. 98 with the above comments noted on the plan sheet.



PROPOSED SITE PYLON - 1-55 FRONTAGE

GRAPHICS SHOWN ARE FOR PRESENTATION ONLY, CUSTOMER APPROVED ART AND COLORS
TO BE USED FOR MANUFACTURE.

